

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco

CA 94142-0603



SCOPE OF WORK PROVISIONS

FOR

PARKING AND HIGHWAY IMPROVEMENT (STRIPER-LABORER)

IN

**IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO,
SANTA BARBARA, AND VENTURA COUNTIES**

23-102-4

RECEIVED
Department of Industrial Relations
AUG 9 7 1997
Office of the Director

LABORERS' MASTER STRIPING AGREEMENT

This Agreement made and entered into this 1st day of July, 1997 by and between the **Associated General Contractors of California, Inc.**, on behalf of its respective eligible members, hereinafter referred to as the **Contractors**; and, the **Southern California District Council of Laborers** affiliated with the Laborers' International Union of North America, AFL-CIO, on behalf of itself and on behalf of its affiliated **Laborers' Local Union No. 1184**, which have jurisdiction over the work covered by this Agreement, hereinafter referred to as the **Union**.

P U R P O S E

The Contractors are engaged in the business of Striping, and related work activities, of asphalt, mastic, concrete or other paved surfaces in Southern California. In the performance of their contracting operations the Contractors are employing and will employ workers. It is the desire of the parties to establish uniform rates of pay, hours of employment and working conditions for workers employed by the Contractors and to provide, establish and put into practice effective methods for the settlement of misunderstandings, disputes or grievances between the parties hereto, to the end that the Contractors are assured continuity of operation and workers are assured continuity of employment.

ARTICLE I

General Provisions

The term "Association" shall refer to the Associated General Contractors of California, Inc.

The term "Contractor(s)" or "Employer" shall refer to a person, firm or corporation party to this Agreement.

The term "Union" means the Southern California District Council of Laborers and its affiliated Local Union, Laborers Local Union No. 1184.

C. Each individual Contractor, whether corporate or other legal entity, or its successor, shall be liable under, subject to and bound by this Agreement. It is agreed that the wages, hours and working conditions of this Agreement are the wages, hours and working conditions in the area covered by this Agreement.

D. This Agreement is separate and distinct from and independent of all other Agreements entered into between the Union and other Contractor organizations irrespective of any similarity between the Agreement and any such other Agreements, and no acts or things done by the parties to such Agreement or notices given pursuant to the provisions thereof, shall change or modify this Agreement or in any manner affect the contractual relationship of the parties to this Agreement, except as otherwise provided in Article IV (Existing and Other Agreements).

E. This Agreement shall cover all striping and related work performed as part of the striping operation by the Contractor or the subcontractor of the Contractor, which includes but not limited to:

1. All work in connection with the layout, painting, application and installation of protective coatings, lines, arrows, traffic stripes and markings; hot thermo plastic; tape traffic stripes and marking.

2. All Traffic Delineating Device Applicator and installation work in connection with the layout and application of pavement markers, striping, delineating signs, rumble and traffic bars, adhesives, guide markers; thermoplastic delineators and reflective traffic tape, other traffic delineating devices; including all related surface preparation (sandblasting, waterblasting, grinding) as part of the application process.

3. All Traffic Surface Abrasives Blaster work in connection with the removal of traffic lines and markings; preparation of surface for coating and traffic control devices.

4. All Traffic Protective Delineating Systems Installer work in connection with removal, relocation, installation, of permanently affixed roadside and parking delineating barricades, fencing, guardrail, cable anchor, reference signs, monument markers and car stops.

5. Seal coating, slurry coating, emulsion mix overlays, crack sealing and other surface protection on any surface including parking facilities, school yards, game courts and other such surfaces.

6. All work in the Contractor's permanent and temporary yards, including but not limited to warehouse stocking and loading, repair and maintenance of equipment and vehicles, clean-up and storage area work, which have been particularly provided or set up to handle work in connection with jobs or projects covered by the terms of this Agreement.

F. In the event the Contractor performs any work not covered by this Agreement but within the scope of the Southern California Master Labor Agreement ("MLA") between the Union and the Association, the Contractor shall be bound to the terms and conditions of the MLA in the performance of such work.

G. Classifications listed in this Agreement which are not listed under this Article shall be included in the coverage and description of laborers' work claimed just as though incorporated in full in this Article. This does not restrict laborers from performing other work.

ARTICLE IV

Existing and Other Agreements

A. In the event the Union establishes special conditions for work covered by this Agreement, those special conditions shall be made available to the Contractor or individual Contractors who wish to perform the designated work in the same locality.

Effective July 1, 1999, the preceding paragraph will be amended to read:

Time and one-half (1½X), except on Holidays, which are double-time (2X).

B. Hourly Wage Rates

The following hourly wage rates shall apply to the following classifications on all striping and related work performed as part of the striping operation covered by the terms of this Agreement:

September 1, 1997, \$0.75 allocated as: \$0.68 to Wages
\$0.07 to Pension

<u>GROUP I</u>	<u>Hourly Rate</u>		<u>Travel Time Hourly Rate*¹</u>	
	<u>Effective</u>		<u>Effective</u>	
	9-1-97	7-1-98	9-1-97	7-1-98
Protective Coating, Pavement Sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; Equipment Repair Technician: performs major repairs on all equipment used by the contractor for the jobsite	\$17.64	\$18.36	\$11.76	\$12.24

GROUP II

Traffic Surface Abrasive
Blaster; Pot Tender -
removal of all traffic lines
and markings by any method
(sandblasting, waterblasting,
grinding, etc.) and preparation
of surface for coatings; Traffic
Control person - controlling
and directing traffic through
both conventional and moving
lane closures; operation of
all related machinery and
equipment

\$18.04	\$18.76	\$12.03	\$12.51
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GROUP III

Traffic Delineating Device
Applicator: Layout and
application of pavement markers,
delineating signs, rumble and
traffic bars, adhesives, guide
markers, other traffic
delineating devices including
traffic control. This category
includes all traffic related
surface preparation (sandblasting,
waterblasting, grinding) as
part of the application process.
Traffic Protective Delineating
System Installer: removes,
relocates, installs, permanently
affixed roadside and parking
delineation barricades, fencing,
cable anchor, guard rail,
reference signs, monument markers;
operation of all related machinery
and equipment; Power Broom
Sweepers.

\$19.61	\$20.33	\$13.07	\$13.55
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GROUP IV

Striper; Layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment. \$2

\$20.61	\$21.33	\$13.74	\$14.22
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* All travel time hours will be paid at one and one-half (1½) times the Travel Time Hourly Rate. Effective July 1, 1999, this language and the practice of payment of Travel Time will be deleted in its entirety.

¹ Effective July 1, 1999, all references to Travel Time Hourly Rate and the practice of payment of Travel Time will be eliminated in their entirety.

FUTURE INCREASES*

July 1, 1998	\$.75 to be allocated as:	\$.72 to Wages
		\$.02 to Center for
		Contract Compliance
		\$.01 to Apprenticeship

July 1, 1999 \$.30 to be allocated by the Union*

* Upon written notice to the Association at least sixty (60) days prior to July 1, 1999, the Union may allocate all or a portion of the future increases to (1) Hourly wage rate; (2) Health and Welfare; (3) Pension; (4) Vacation; (5) Training and Retraining; (6) Supplemental Dues; (7) Center for Contract Compliance; (8) Contract Administration Fund (9) Any combination thereof.

MEMORANDUM OF AGREEMENT

by and between

**Southern California District Council of Laborers and its affiliated
Laborers Local Union No. 1184**

and

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

Changes from the 1997-2000 Laborers' Master Striping Agreement

R E C E I V E D
Department of Industrial Relations

JUL 31 2000

Div. of Labor Statistics & Research
Chief's Office

LABORERS 2000-2003 MASTER STRIPING AGREEMENT

Double-underline items indicate insertions and ~~strikeout~~ items indicate deletions from the 1997-2000 Master Striping Agreement.

1. **Term of Agreement:** All dates to conform with three (3) year agreement effective July 1, 2000, through June 30, 2003

2. **Amend Article III (Coverage and Description) Paragraph E (7) (NEW):**

E. This Agreement shall cover all striping and related work performed as part of the striping operation by the Contractor or the subcontractor of the Contractor, which includes but not limited to:

1. All work in connection with the layout, painting, application and installation of protective coatings, lines, arrows, traffic stripes and markings; hot thermo plastic; tape traffic stripes and marking.

2. All Traffic Delineating Device Applicator and installation work in connection with the layout and application of pavement markers, striping, delineating signs, rumble and traffic bars, adhesives, guide markers; thermoplastic delineators and reflective traffic tape, other traffic delineating devices; including all related surface preparation (sandblasting, waterblasting, grinding) as part of the application process.

3. All Traffic Surface Abrasives Blaster work in connection with the removal of traffic lines and markings; preparation of surface for coating and traffic control devices.

4. All Traffic Protective Delineating Systems Installer work in connection with removal, relocation, installation, of permanently affixed roadside and parking delineating barricades, fencing, guardrail, cable anchor, reference signs, monument markers and car stops.

5. Seal coating, slurry coating, emulsion mix overlays, crack sealing and other surface protection on any surface including parking facilities, school yards, game courts and other such surfaces.

6. All work in the Contractor's permanent and temporary yards, including but not limited to warehouse stocking and loading, repair and maintenance of equipment and vehicles, clean-up and storage area work, which have been particularly provided or set up to handle work in connection with jobs or projects covered by the terms of this Agreement.

7. All work in connection with the repairing and filling of cracks on streets and highways.

3. **Amend Article III (Coverage and Description) Paragraph F (NEW): Insert language as follows and renumber successor paragraphs accordingly.**

F. In the event that new methods of operation, systems, procedures, equipment, technology, or other changes are developed, introduced or utilized by a Contractor or Subcontractor which replaces, modifies or adds to the work covered by this Agreement, this Agreement shall apply to such new methods and only employees covered by this Agreement shall perform such work.

F.G. In the event the Contractor performs any work not covered by this Agreement but within the scope of the Southern California Master Labor Agreement ("MLA") between the Union and the Association, the Contractor shall be bound to the terms and conditions of the MLA in the performance of such work.

G.H. Classifications listed in this Agreement which are not listed under this Article shall be included in the coverage and description of laborers' work claimed just as though incorporated in full in this Article. This does not restrict laborers from performing other work.

4. **Amend Article V, Paragraph A (Dispatching Procedures - Hiring Hall Provisions) Insert language as follows and renumber successor paragraphs accordingly.**

A. In the employment of workers for all work covered by this Agreement, the following provisions shall govern:

1. The Local Union shall establish and maintain an employment facility at which it shall establish and maintain an open and non-discriminatory employment list for the use of applicants for employment in the geographical area serviced by that employment facility, covered by this Agreement. ~~The employment list shall be limited to workers seeking employment for work covered by this Agreement.~~

2. Applicants shall be entitled to registration on and dispatch from the employment list subject to the provisions of this Article.

~~2.~~ 3. Applicants shall be registered on the employment list in the order of time and date of registration. There shall be two ~~three~~ groupings in the out-of-work list as hereinafter more particularly described in this Article.

~~3.~~ 4. Each applicant for employment shall be required to furnish such data, records, names of employers, length of employment, areas where employment is desired or other information as may be considered necessary to the operation of said employment lists and each applicant shall complete prior to registration such forms for recording such information as may be submitted to the applicant ~~him~~. Applicants shall list any special skills which they may possess.

8. Article XVI, Paragraph B Wages and Fringe Benefits: Amend wage rates and classifications as follows:

Effective August 1, 2000

Fringe Benefit Increases	- \$0.40 Health & Welfare *
	\$0.15 Pension*
	\$0.10 Vacation/Supplemental Dues
	\$0.01 Apprenticeship and Training
	\$0.01 Industry Fund
	\$0.01 Contract Administration Fund

*** Effective August 1, 2000, the Health & Welfare Trust Fund contribution is reduced by forty cents (\$0.40) and reallocated to: Pension (\$0.15) and Wages (\$0.25).**

Effective August 1, 2000

Wage Rate Increases: *(include \$0.25 diverted from Health & Welfare)*

Group I	\$0.99
Group II	\$1.14
Group III	\$1.39
Group IV	\$1.64

Group I \$19.60

Protective Coating, Pavement Sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts, and playgrounds; installation of car stops; operation of all related machinery and equipment; handling of related materials.
 Equipment Repair Technician, performs major repairs on all equipment and machinery used by the contractor for the jobsite.

Group II \$20.15

Traffic Surface Abrasive Blaster; Pot Tender; removal of all traffic lines stripes, pavement and markings, and pavement markers by any method (sandblasting, waterblasting, grinding, etc.); and preparation of all surfaces prior to application of striping materials and pavement markers. Repairing and filling of cracks on streets, highways, and airports. for coatings; Traffic Control person; controlling and directing traffic through both conventional and moving lane closures; including flagging and pilot car operations; operation of all related machinery and equipment; handling of related materials.

Group III \$21.97

Traffic Delineating Device Applicator; locate and apply raised and recessed Layout and application of pavement markers, (includes operator of recess cut machine); delineating signs; install traffic signs, rumble and traffic bars, adhesives, guide markers (glue down and drive-in types), and other traffic delineating devices. including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic Protective Delineating System Installer; installs, removes, and relocates, installs, permanently affixed roadside and parking area delineation barricades, fencing, cable anchors, guard rail, reference signs, and monument markers; Pavement Markings Applicator; locate and apply markings (words, arrows, cross walks, etc.) utilizing all coatings materials (paints, thermoplastics, tapes, epoxies, etc.); operation of all related machinery and equipment; handling of related materials. Power Broom Sweepers.

Group IV \$23.22

Traffic Striping Applicator; Striper; layout, alignment, and installation of all striping and delineation, utilizing all coatings materials and products and application of traffic stripes and markings; (paints, hot thermoplastics, tapes, epoxies, etc.), skilled in all aspects of the layout, installation, and removal of the overall striping and delineating operations. traffic stripes and markings, including traffic control; Power Broom Sweeper; operation of all related machinery and equipment; handling or related materials.